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7 Attorneys for Plaintiff  
8 POWER INTEGRATIONS, INC.

9  
10 **UNITED STATES DISTRICT COURT**  
11 **NORTHERN DISTRICT OF CALIFORNIA**

12 POWER INTEGRATIONS, INC., a California  
13 corporation,

14 Plaintiff,

15 v.

16 CHAN-WOONG PARK, an individual; and Does 1  
17 to 20,

18 Defendants.  
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Case No.

**COMPLAINT FOR:**

- (1) BREACH OF CONTRACT**
- (2) CONVERSION**
- (3) DECLARATORY JUDGMENT**

**DEMAND FOR JURY TRIAL**

1 Plaintiff, Power Integrations, Inc. hereby alleges as follows:

2 **PARTIES**

3 1. Power Integrations, Inc. (“Power Integrations”) is incorporated under the laws of the state  
4 of Delaware, and has a regular and established place of business at 5245 Hellyer Avenue, San Jose,  
5 California 95138.

6 2. Upon information and belief, Defendant, Chan-Woong Park (“Park”) resides at 102-dong  
7 603-ho, (Dongyang Jeongja Paragon, Jeongja-dong) 210, Jeongja-1-ro, Bundang-gu, Seongnam-si,  
8 Gyeonggi-do, Korea. Park is a former employee of Power Integrations.

9 **JURISDICTION AND VENUE**

10 3. This Court has diversity jurisdiction over the parties pursuant to 28 U.S.C. § 1332 (a).  
11 No Defendant is a citizen of the same state as Plaintiff and the amount in controversy exceeds \$75,000,  
12 exclusive of interest and costs.

13 4. Venue in this district is proper under 28 U.S.C. § 1391 because a substantial part of the  
14 events giving rise to the claim occurred in this district, and the contract at issue was entered into in San  
15 Jose, California.

16 **GENERAL ALLEGATIONS**

17 5. Power Integrations is a supplier of high-performance electronic components used in high  
18 voltage power conversions systems with numerous issued U.S. Patents related to that technology.

19 6. Park was an employee of Power Integrations from approximately November 2000  
20 through October 2008.

21 7. On March 29, 2001, Park signed the Employee Agreement Regarding Confidentiality and  
22 Inventions (“Employment Agreement”) (Attached as Exhibit A to the Complaint) agreeing that any  
23 information related to conception, design, development or support of products for Power Integrations is  
24 the property of Power Integrations (hereafter, “Power Integrations’ Proprietary Information”).

25 8. The Employment Agreement also contains confidentiality provisions requiring Park to  
26 maintain and not use Proprietary Information of Power Integrations.

27 9. The Employment Agreement also contains Invention provisions whereby Park agreed to  
28 assign to Power Integrations all right, title and interest to certain Inventions solely or jointly conceived,

1 developed or reduced to practice during his employment with Power Integrations and up to one year  
2 after termination of his employment with Power Integrations.

3 10. The Employment Agreement also contains a Shop Rights provision allowing for a non-  
4 exclusive, royalty free license to Power Integrations for certain Inventions conceived or made during  
5 employment with Power Integrations, or with materials, facilities or Proprietary Information of Power  
6 Integrations.

7 11. Park ceased his employment with Power Integrations on or about March 2008.

8 12. Power Integrations has learned that Park is using Power Integrations' Proprietary  
9 Information by among other things, filing patent applications and obtaining patents in the U.S. and  
10 Korea based on at least Power Integrations' U.S. Patent No. 7,123,121 (hereafter "U.S. Patent No.  
11 '121") which published as Publication No. 2005/0012584 A1.

12 13. Park has been issued Korean Patent Nos. 1588481 and 1536958 (hereafter,  
13 "Park's Korean Patents") which are based on Power Integrations' Proprietary Information.

14 14. Park used his Korean Patents to interfere with Power Integrations' business  
15 relationships, including but not limited to relationships with Samsung Electronics Co., Ltd. and Dong  
16 Yang E&P Inc..

17 15. Park has breached the Employment Agreement with Power Integrations by violating at  
18 least sections 1, 2, 3, 4, 7 and 10 of the Employment Agreement:

19 16. Park has converted as his own Power Integrations' technology as claimed in U.S. Patent  
20 No. '121 among other Power Integrations' Proprietary Information Park had access to. Park has used  
21 Power Integrations' Proprietary Information to obtain Park's Korean Patents that he now asserts against  
22 Power Integrations' customers.

23 17. Power Integrations has suffered irreparable and continuing damage for which an  
24 immediate determination is necessary to protect Power Integrations' Proprietary Information.

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**FIRST CAUSE OF ACTION**  
**BREACH OF CONTRACT**

18. The allegations of paragraphs 1-17 are incorporated as though fully set forth herein.

19. Power Integrations and Park entered into the Employment Agreement.

20. The terms of the Employment Agreement unambiguously provide Power Integrations with the right to any Information and Invention rights related in any way to work Park was involved with while an employee at Power Integrations.

21. Power Integrations fully performed all conditions related to the Employment Agreement.

22. Power Integrations is informed and believes and on that basis alleges that Park has breached as least sections 1, 2, 3, 4, 7 and 10 of the Employment Agreement.

23. Power Integrations has been damaged directly and consequentially by Park's breach of contract in an amount to be determined at the trial of this matter, but no less than the jurisdictional amount of this Court.

**SECOND CAUSE OF ACTION**  
**CONVERSION**

24. The allegations of paragraphs 1-23 are incorporated as though fully set forth herein.

25. Power Integrations is the owner of U.S. Patent No. 7,123,121 (Publication No. 2005/0012584 A1) and the technology related to that patent which Park has converted as his own.

26. As a direct and proximate result of Park's conduct, Power Integrations has suffered injury, damage, loss or harm and therefore seeks compensatory damages.

27. In converting Power Integrations' technology, Park has acted with malice, oppression and in conscious disregard of Power Integrations' rights. Power Integrations, therefore, seeks an award of punitive damages.

**THIRD CAUSE OF ACTION**  
**DECLARATORY JUDGMENT**

28. The allegations of paragraphs 1-27 are incorporated as though fully set forth herein.

29. An actual controversy has arisen and now exists between Power Integrations and Park and their respective rights and duties with respect to Power Integrations' Proprietary Information that is

1 being used without its permission and to the detriment of Power Integrations.

2 30. Power Integrations desires a judicial determination of Power Integrations' rights and  
3 duties, and a declaration that information Park is using to file patent applications as disclosed in at least  
4 Park's Korean Patents Nos. 1436958 and 1588481, is Power Integrations' Proprietary Information and  
5 that Park cease using Power Integrations' Proprietary Information obtained while employed at Power  
6 Integrations without its authorization to the harm of Power Integrations.

7 31. Power Integrations further desires a judicial declaration that in light of their use of Power  
8 Integrations' Proprietary Information, Korean Patents Nos. 1436958 and 1588481 (and all foreign  
9 counterpart patent applications and patents) are owned by Power Integrations.

10 32. A judicial declaration is necessary and appropriate at this time under the circumstances in  
11 order that Park cease wrongfully interfering with Power Integrations' customers to the detriment of  
12 Power Integrations.

13 33. Power Integrations has attempted to resolve this matter without Court intervention,  
14 however, to date, Park has failed to resolve it.

15 **PRAYER**

16 WHEREFORE, Power Integrations requests the following relief:

17 34. For damages for breach of contract in an amount to be specified at trial, but no less than  
18 the jurisdictional amount of this Court;

19 35. For damages, including punitive damages, for the conversion of Power Integrations'  
20 Proprietary Information, but no less than the jurisdictional amount of this Court;

21 36. For a declaration that the information Park is using in his filing of patent applications is  
22 Power Integrations' Proprietary Information and that he cease using Power Integrations' Proprietary  
23 Information;

24 37. For a declaration that Power Integrations owns Korean Patents Nos. 1436958 and  
25 1588481 (and all foreign counterpart patent applications and patents);

26 38. For costs of suit, including attorney's fees incurred; and

27 39. For such other and further relief as the Court deems just and proper.  
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**DEMAND FOR JURY TRIAL**

Power Integrations is entitled and hereby respectfully demands a trial by jury on all issues so triable.

Dated: April 29, 2016

Respectfully Submitted,  
MICLEAN GLEASON LLP

By: \_\_\_\_\_/s/

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